

Date July 19, 2021

APPROVAL TO SUBMIT A JOINT APPLICATION WITH POLK COUNTY FOR FUNDING THROUGH THE 2021 JUSTICE ASSISTANCE GRANT PROGRAM IN THE AMOUNT OF \$169,638.

WHEREAS the City of Des Moines and the Polk County Sheriff's office will submit an application for funding from the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$169,638 to be utilized in the purchase of law enforcement equipment; and,

WHEREAS the allocation for the City of Des Moines is \$155,188 and the Polk County Sheriff's Office is \$14,450; and,

WHEREAS a Memorandum of Understanding is a requirement to allow the funding to be shared as stated; and,

WHEREAS there is no match requirement for this grant opportunity; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, that an application may be submitted for the 2021 Edward Byrne Memorial Justice Assistance Grant through the Department of Justice, Office of Justice Programs with the Mayor authorized to sign the grant application documents and the Memorandum of Understanding on the behalf of the City, with the City Clerk to attest to the Mayor's signature and to allow the City Manager or his designee to submit and carry out the terms of said grant application and Memorandum of Understanding in a timely manner.

(Council Letter Number 21- 323 attached)

Moved by _____ to adopt

Approved as to form:



Douglas P. Philip
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
GRAY				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				

CERTIFICATE

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

City Clerk

Date _____

Agenda Item 50

Roll Call # _____

**MEMORANDUM OF UNDERSTANDING
Interlocal Agreement**

BETWEEN THE COUNTY OF POLK, IOWA AND THE CITY OF DES MOINES

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM WARD
FY2021 Local Solicitation**

This Agreement is made and entered into the ___ day of July, 2021, by and between the County of Polk Iowa, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the City of Des Moines, acting by and through its governing body, the City Council, hereinafter referred to as DES MOINES, of Polk County, State of Iowa, witnessed:

WHEREAS, this agreement is made under the authority of Federal Statute 34 U.S.C., Section 10156 of Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City of DES MOINES agrees to provide the COUNTY up to \$14,450 from the JAG award for the Law Enforcement Equipment Program; and

NOW THEREFORE, COUNTY and the CITIES agree as follows:

Section 1.

DES MOINES agrees to reimburse COUNTY up to the total of \$14,450 of JAG funds.

Section 2.

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COUNTY agrees to submit documentation of purchase and proof of payment to DES MOINES as a request for reimbursement, up to \$14,450, for purchases made that are directly related to the Law Enforcement Equipment Program until August 1, 2024

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act, Iowa Code Chapter 669.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against DES MOINES other than claims for which liability may be imposed by the Tort Claims Act, Iowa Code Chapter 670.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

COUNTY AND DES MOINES agree that this Memorandum of Understanding, Interlocal Agreement regarding the FY2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, will be approved by the governing bodies of each party with the signing of this document by The Chairperson of the Polk County Board of Supervisors or their designee and the Mayor of DES MOINES, and the executed documents returned to DES MOINES.

The COUNTY of Polk, Iowa

Chairperson of the Board of Supervisors Date

ATTEST:

Polk County Auditor Date

APPROVED AS TO FORM:

Assistant Polk County Attorney Date

The City of DES MOINES, Iowa

Mayor of the City of Des Moines Date

ATTEST:

City Clerk of Des Moines Date

APPROVED AS TO FORM



Assistant City Attorney 7-12-21
Date

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation
Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government